Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Michigan	)	CC Docket No. 97-137

Reply Affidavit of Daniel J. Kocher on Behalf of Ameritech Michigan

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REPLY AFFIDAVIT OF DANIEL J. KOCHER
ON BEHALF OF AMERITECH MICHIGAN

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Daniel J. Kocher, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is Daniel J. Kocher. I am Director - Product Policy and Planning in the Marketing Department at Ameritech Information Industry Services ("AIIS"). I have oversight responsibilities for planning the implementation of legal and regulatory requirements, including those imposed by the Telecommunications Act of 1996 (the "Act"), in the network and related systems of Ameritech Michigan and the four other Ameritech Bell Operating Companies. Specifically, I have been and continue to be responsible for directing planning efforts to implement aspects of the Act and the Commission's regulations concerning the provisioning and maintenance of telecommunications services, interconnection and network elements provided by Ameritech Michigan (henceforth, "Ameritech") to telecommunications providers, resellers and the Ameritech affiliate ("ACI") seeking

authorization to provide in-region interLATA service. The scope of my responsibilities includes exchange access services; resold telecommunications services; network interconnection; collocation; bona fide requests ("BFRs"); and access to unbundled network elements, including unbundled local switching ("ULS").

2. I submitted an affidavit earlier in this proceeding. The purpose of this reply affidavit is to respond to several commenters' allegations regarding Ameritech's provision of (1) selective and custom routing of operator services and directory assistance ("OS/DA") traffic; (2) the unbundled local switching ("ULS") network element; (3) so-called "common transport"; and (4) what has become known as the combined network element "platform." I also will furnish an update on the "network platform" and "network combination" trial currently being conducted by Ameritech and AT&T, and also another trial being conducted by Ameritech and MCI.

I. Selective Routing of OS/DA Resale Traffic

A. Technical Capacity Issues

3. Current Services. In AT&T's Section 252(b) arbitration with Ameritech, the Michigan Public Service Commission ("MPSC") determined that the selective routing of operator services and directory assistance ("OS/DA") traffic, as it relates to resale customers, should be handled through the bona fide request ("BFR") process and not be made available by Ameritech on a "one size fits all" standardized basis. (AT&T/Ameritech Arbitration Decision, Case Nos. U-11151 and U-11152, pp. 24-25 (Nov. 26, 1996)). AT&T acknowledges the MPSC's decision, but attack it as contrary to the Act and this

Commission's regulations. (AT&T Br., pp. 14-15; Falcone/Sherry Aff., ¶ 99.) MCI simply asserts, without even acknowledging the MPSC order, that Ameritech's failure to make available rebranding of OS/DA for resale customers on a standardized basis constitutes a violation of the competitive checklist and the Act. (MCI Br., p. 31; Sanborn Aff., ¶¶ 89-90.) MCI also complains that Ameritech will offer rebranding of OS/DA only where the reseller purchases a dedicated trunk. (MCI Br., p. 31.)

4. AT&T and MCI are wrong, for the MPSC's decision is fully consistent with the Act and this Commission's regulations. At the outset, however, I want to make clear that Ameritech has complied with the Commission's regulation regarding OS/DA rebranding for resale customers. (47 CFR §51.613(c)(1).) In this regard, Ameritech is currently furnishing such rebranding to two carriers in Michigan - Phone Michigan and Brooks Fiber. Moreover, consistent with the Commission's Interconnection Order (¶ 418), Ameritech has agreed to provide the selective routing necessary to support the rebranding of OS/DA traffic originated by resellers' customers from those "switches that are capable of performing such customized routing," and is fully prepared to "prove to the state commission that customized routing in a particular switch is not technically feasible." The BFR process ordered by the MPSC is the proper vehicle for determining if it is technically feasible to provide the requested custom routing for resale customers in a particular central office. Thus, the MPSC's decision to require resellers to submit a BFR for OS/DA rebranding complies with the Act and this Commission's regulations.

5. The "rebranding" of OS/DA traffic simply means that Ameritech's operator systems are programmed to provide the reseller's or CLEC's name, rather than "Ameritech,"

at the beginning of OS/DA calls to Ameritech's OS/DA platform. The facilities and software in Ameritech's OS/DA switches have the capability to identify calls designated for rebranding only where the calls are delivered on a trunk separate from the trunks used to deliver Ameritech's own OS/DA traffic. This is because Ameritech's OS/DA switches currently do not have the technical capability (intelligence) to separately identify and "brand" calls received over a single trunk group. For this reason, the branding of non-Ameritech OS/DA calls from resale customers with the name of the reseller can only be accomplished by delivering the other carrier's OS/DA traffic to the platform on a separate trunk group identified with that carrier. The use of dedicated trunking for the purpose of providing rebranding is the established practice among local exchange carriers. In fact, Ameritech is furnishing rebranding to Phone Michigan and Brooks Fiber in Michigan over separate dedicated trunk groups. (The same trunking requirements apply for Ameritech's OS/DA arrangements with other local carriers and interexchange carriers who order rebranding as a part of Ameritech's access services.)

6. To date, the only technique available to provide the ubiquitous custom or selective routing of OS/DA traffic for rebranding is the line class code ("LCC") routing technique. An LCC is a software-defined parameter associated with individual lines in a switch. Lines with the same attributes can share an LCC, and every telephone line originating a call has an LCC parameter associated with it. Unique routing of each reseller's OS/DA traffic can be achieved by replacing the end users' existing LCC with a new LCC, which then can be used to identify the reseller's OS/DA traffic. Calls then can be routed over the trunk group assigned to that reseller to the selected OS/DA platform. In the resale

context, LCC capacity problems arise because each switch has a finite number of LCCs available, and in some cases other software constraints can restrict a given switch's ability to support this routing technique.

7. This explains why a BFR is required for OS/DA rebranding in the resale context. In order to deliver OS/DA traffic originating from Ameritech's local switches to Ameritech's OS/DA platform on separate trunks, the traffic must be selectively routed to those trunks. And the only way that Ameritech currently can route all OS/DA calls through its local switch is through the use of new line class codes duplicating every class of service being offered by the reseller. Line class codes, however, are a finite resource, and seldom are there a sufficient number to support selective OS/DA routing for every possible reseller. As the Commission recognized in its Interconnection Order (¶ 418), "the ability of an incumbent LEC to provide customized routing will depend on the capacity of the particular switch in question." Because capacity can be determined only on a switch-by-switch basis, a BFR is required to support the request.

8. I should add that Ameritech does not flatly deny a request for OS/DA selective routing in circumstances where the switch at issue does not have the current capacity to provide the number of new line class codes required to support a request. Rather, the requesting party has the option of having Ameritech determine if it is feasible to increase the capacity of the central office so that it can accommodate the request, and to then order the product based upon an agreement to compensate Ameritech for its costs.

9. Notwithstanding the foregoing, if the Commission decides to reject the MPSC's decision - entered after an exhaustive arbitration with AT&T - and determines that

requests for selective routing of OS/DA traffic for resale customers should not be handled through the BFR process, Ameritech will eliminate use of the BFR process for that purpose. Although the BFR process provides an orderly procedure for processing resale orders that include selective routing, Ameritech can make selective routing for resold OS/DA a standard offering with a conventional tariff provision that limits its availability to "where facilities permit." Of course, Ameritech will still have to determine for each request whether sufficient central office capacity exists. Thus, this BFR issue is not material (since the same analysis must be made in any event) and should not be a barrier to checklist compliance, since it simply provides a process for determining information that the Commission has recognized must be ascertained before the product can be provided.

10. AIN Solution for ULS and Custom OS/DA Routing. AT&T affiants Falcone and Sherry complain that Ameritech has wrongly refused to offer custom or selective routing of OS/DA traffic through an Advanced Intelligent Network ("AIN") technology and that such a solution is technically feasible. (Falcone/Sherry Aff., ¶¶ 113-117.) AT&T is mistaken. In fact, AT&T's BFR for selective OS/DA routing for resale customers (discussed below) excluded the use of AIN as a technology they wished to be evaluated as part of their BFR. Moreover, the provision of custom or selective routing through AIN for all services is not technically feasible at this time. Upon close inspection, AT&T affiants' carefully worded affidavit does not even maintain that such an AIN-based service is in fact currently being offered anywhere. Rather, the affidavit relies on vague allegations that the service is under development and may be available.

11. Although Ameritech does not believe that AIN can currently be used for selective or custom routing of OS/DA traffic, it will not foreclose AT&T from attempting to develop such a solution itself. If AT&T truly believes that it can make use of AIN-based services for custom or selective routing, AT&T may seek to develop its own AIN solution through the Ameritech service creation capability (known in the industry as a service creation environment, or "SCE"), and may load that service into Ameritech's signal control points ("SCPs"). Tellingly, the one and only BFR that AT&T has submitted to date in connection with OS/DA selective routing specifically requested information only on the LCC method (Attachment 6), and not on the AIN method.

12. As an Ameritech witness testified in unrefuted testimony before the Illinois Commerce Commission ("ICC"), the use of AIN triggers to provide selective routing for OS/DA traffic is "not yet tested or developed." This witness explained (Attachment 1) that although using AIN for this purpose is a theoretical possibility, serious technical limitations would arise if AIN were used today for custom or selective routing. The potential technical limitations of using AIN are described in detail in Attachment 2 to this affidavit.

13. Further, the use of AIN triggers for custom or selective routing will likely interfere with end user customers' ability to use other capabilities of the local switch. The use of AIN to route OS/DA traffic could cause certain features of the local switch to not work at all, while other features may malfunction. These potential adverse impacts are also discussed in more detail in Attachment 2.

B. Handling of AT&T's BFR for OS/DA Custom Routing

14. As a means of supporting its argument that the MPSC erred in ordering that requests for OS/DA selective routing for resale customer be handled through the BFR process, AT&T complains about the manner in which Ameritech (allegedly) mishandled BFRs that AT&T submitted to Ameritech on December 24, 1996. (AT&T Br., p. 15; Falcone/Sherry Aff., ¶¶ 119-125.) I vehemently disagree with AT&T's charge that Ameritech "has subjected that request to repeated delays and hurdles" (AT&T Br., p. 15), and with its affiants' characterization of the BFR process as "cumbersome, slow and subject to substantial manipulation by the responding party." (Falcone/Sherry Aff., ¶ 125.) Rather, this particular case illustrates that the BFR process works, even under circumstances where the requesting party (AT&T) has attempted, at critical junctures, to subvert the process in order to establish (for litigation purposes) that the process does not work. AT&T's actions bring into serious question whether it has sincerely attempted to use the BFR process in good faith, as it is obligated to do under its arbitrated interconnection agreement with Ameritech, or whether it has attempted to "game" the system with an eye towards challenging the MPSC's decision and impeding Ameritech's entry into the long distance business.

15. I explain below how Messrs. Falcone and Sherry's version of the "facts" is distorted and omits many important events and crucial correspondence. This unfortunately requires that I set the record straight with a detailed response outlining all the steps that Ameritech took to process this request. I will show that Ameritech processed this extremely complex request expeditiously and furnished AT&T with the information it requested on time. I will further show that AT&T itself caused delay by failing to provide the information

necessary to process its request; by its slow responses to Ameritech's information requests; by its refusal, at various times, to agree to compensate Ameritech for its costs; and by sending a series of unnecessary letters that were apparently designed to establish AT&T's legal case against the BFR process rather than to facilitate processing of the request.

16. First, AT&T claims that the BFR process is "slow." (Falcone/Sherry Aff., ¶ 125.) Yet AT&T ignores the fact that the very aggressive time schedule governing the BFR process was established by the MPSC after being fully litigated in the AT&T/Ameritech Section 252(b) arbitration. (AT&T/Ameritech Arbitration Decision, pp. 28-29.) Further, at each of the designated steps of the BFR process, Ameritech fully met the MPSC-arbitrated deadlines despite the fact that AT&T took many steps that could have introduced delay. For example, without giving any advanced notice, AT&T submitted its BFR form to Ameritech on the afternoon of December 24, 1996 (Christmas Eve), a time when it knew that most of Ameritech personnel would already be on vacation for the Holidays. The telephone industry, like many others, has an informal practice of releasing non-essential personnel at noon on Christmas Eve to allow them to spend holiday time with their families. Moreover, despite its professed claim of urgency, AT&T consistently chose to communicate issues through a series of carefully orchestrated letters, rather than by discussing them directly with Ameritech's personnel. There is no question that this cumbersome approach delayed the process while Ameritech waited to hear from AT&T.

17. AT&T also introduced significant delay through its failure at the outset to furnish Ameritech with the information necessary to process the BFR, and AT&T's further delay in promptly furnishing that information after Ameritech specifically requested it. For

instance, AT&T's initial BFR submission did not include all of the supporting documents requested in the BFR - in particular, the detailed diagram reflecting how AT&T wished the OS/DA custom routing service to work (requested in Question 6), and evidence of whether other companies made available the requested "product" (requested in Question 4). That information was not received by Ameritech until December 27, 1996, three days following AT&T's submission of the BFR.

18. Second, AT&T is wrong to imply (Falcone/Sherry Aff., ¶ 119) that Priscilla Luetscher's December 26, 1996 letter constitutes an admission that Ameritech had received a complete BFR form. Indeed, only after review by the appropriate Ameritech subject matter experts, or "SMEs", is it possible to determine that a BFR is complete. The December 26, 1996 letter (Attachment 3) only confirmed the December 24, 1996 conversation between Ms. Luetscher and Mr. Cardella of AT&T. During that call, which occurred before AT&T had ever faxed the BFR form, Mr. Cardella stated AT&T's desire to have its BFR processed under payment Option 1 (a flat $2000 prepayment) as opposed to Option 2 (which requires the requesting party to reimburse Ameritech for all costs incurred by Ameritech during the initial evaluation phase of the BFR process), and explained that AT&T could neither "cut" the $2000 check nor deliver it to Ameritech on Christmas Eve. Thus, Ms. Luetscher's December 26 letter committed Ameritech to cooperate with AT&T by accepting the BFR form effective December 24, even though Ameritech had not yet received the required deposit. At no time during this time frame did Ms. Luetscher either state to Mr. Cardella or write in her letter that Ameritech had all the information it needed to process the request.

19. Indeed, Ameritech began processing AT&T's BFR on the business day (December 26, 1996) following receipt of AT&T's BFR form. Ameritech's BFR team reviewed the BFR form and determined that AT&T was not making a request for any specific product or service, but rather was only seeking information. Because requests for information are normally handled without charge by the applicable Ameritech Account Team, AT&T's request was forwarded to the Ameritech Account Team for processing.

20. Thus, on January 2, 1997, Ameritech wrote AT&T two letters. The first letter (Attachment 4) offered to process AT&T's request as an information request, which is performed without charge, rather than as a BFR, which carries a charge. Because what AT&T sought could be accomplished without charge, Ameritech returned AT&T's $2000 check by messenger the next day. The second letter (Attachment 5) specified the information that AT&T failed to include in its initial BFR form – information that was necessary to process the request and develop the information requested by AT&T.

21. In an apparent attempt to shift the blame for delays related to the missing information, Messrs. Falcone and Sherry only discuss the first of these January 2 letters – which offered to process AT&T's request without charge – characterizing it as an attempt to "derail" the process. (Falcone/Sherry Aff., ¶ 120.) AT&T's affiants either are unaware of or deliberately ignore the second letter, which specifically deals with the issue of the missing information, and which, of course, rests upon the assumption that Ameritech would (one way or the other) continue to process the request. In that letter, Ameritech advised AT&T that Ameritech "[d]id not have sufficient information on the nature and scope of your request to establish if it is technically feasible for Ameritech to comply in any specific office." The

letter detailed a number of areas where the initial AT&T request was deficient, and requested clarification of these issues, including:

- was AT&T requesting OS/DA routing for all of its customers (toll and local), as implied by its use of the word "all" in its response to Question 2, or only for its local service customers;
- if AT&T sought custom or selective routing only for its local customers, how many and which type(s) of services offered by AT&T would require such routing;
- what type of trunk terminations did AT&T require (e.g., with coin control capabilities; with SS7 or MF signaling);
- which Ameritech services was AT&T planning to resell or use to serve its customers – resale or unbundled network elements;
- AT&T's diagram did not include any legend to identify the components on the diagram, but did include reference to AIN, which led Ameritech to question whether AT&T might be seeking an AIN solution to the OS/DA routing issue; and,
- at which offices did AT&T plan to offer service.

22. What Ameritech did on January 2, then, was give AT&T two options: proceed with the BFR, or treat AT&T's request as an information request. AT&T responded by letter on January 7, 1997 letter (Attachment 6). In that letter, AT&T insisted that its request be processed as a formal BFR, not as a request for information. In the letter, AT&T also

provided the additional information requested by Ameritech, so that Ameritech could commence developing its response to AT&T's BFR.

23. Third, AT&T incorrectly claims that Ameritech compelled it to obtain OS/DA custom and selective routing availability information through the BFR process. As I noted above, Ameritech's January 2, 1997 letter agreed to process AT&T's request as an information request, at no charge to AT&T. It was AT&T, in its January 7 letter, that nonetheless insisted that the request be processed as a BFR.

24. Fourth, Ameritech is puzzled by AT&T's contention that Ameritech inflated the number of line class codes required to provide selective routing for resale, and also by the corresponding list of services that its affiants now, for the first time, say AT&T does not want, including "party-line, the multitude of coin-related services, ISDN services, INWATS services, OUTWATS services, FG-A services, [and] inmate services." (Falcone/Sherry, ¶ 107.) Once again, AT&T does not have the facts straight. It was AT&T, not Ameritech, that chose to submit the BFR under the assumption that AT&T would "offer its [resale] customers every service which Ameritech currently offers its own customers" (Attachment 6). In the absence of any information to the contrary, this led Ameritech to believe that it would need to replicate all line class codes in every Ameritech switch currently used to provide end-user customer services.

25. Moreover, it is far from clear that the services that AT&T now claims not to want will never be offered by any other reseller, and thus will never subject to a request for selective routing. For example, Ameritech has received inquiries for both coin lines and ISDN lines from other resellers currently purchasing unbundled loops. This issue only

underscores the fact that "selective routing" will be different for each reseller, and can best be processed using a BFR, under which the carrier provides Ameritech with a detailed description of the services it wishes to offer, and at which location(s).

26. Fifth, Ameritech met all deadlines for processing AT&T's BFR, based upon the date that Ameritech finally received the information necessary to process it. On January 14, 1997, Ameritech responded to AT&T's January 7, 1997 letter with a letter (Attachment 7) confirming receipt of all information necessary to process AT&T's BFRs. In addition, Ameritech provided the dates for the completion of the various phases of AT&T's BFRs, and stated explicitly that the dates assigned to these requests "are based on our receipt of the completed request on January 7, 1997, i.e., when we received enough information to allow Ameritech to proceed in processing your request, and will reflect the specific schedules applicable to each state."

27. Sixth, AT&T complains that Ameritech chose to process the BFR as five separate ones, each requiring a $2,000 deposit. (Falcone/Sherry, ¶ 122.) AT&T ignores Ameritech's rationale for this requirement, which was laid out in Ameritech's January 14 letter (Attachment 7). In its letter, Ameritech pointed out that since AT&T had negotiated and arbitrated five separate interconnection agreements, each with distinct terms and conditions applicable to BFRs and OS/DA, Ameritech was required to process the request as five separate requests – one for each state.

28. Nonetheless, Ameritech took proactive steps to ensure that separately handling the request for the five states would create no delay. For example, Ameritech:

- did not require AT&T to submit additional BFR forms;

- accepted the initially submitted form and AT&T's January 7, 1997 letter providing clarifications as the required information/forms;
- did not require AT&T to furnish a $2,000 deposit for each of the requests, but merely asked AT&T to indicate which payment option AT&T desired for the processing of its BFRs.

29. Seventh, AT&T suggests that Ameritech requires the payment of a $2000 deposit even though such a deposit is not required under the parties' interconnection agreement. (Falcone/Sherry Aff., ¶ 122.) However, as Ameritech explained to AT&T several times (Attachments 8, 9, 10 and 11), and as Ameritech's BFR Practice (Attachment 12) provides, there are two payment options for BFRs. Under Option 1, the requester may submit a $2,000 deposit (per BFR), and thereby limit its liability for the initial evaluation phase to $2,000 even if Ameritech's actual costs exceed $2,000. Not only does the $2,000 deposit cap AT&T's initial payment, but in the event that Ameritech's costs are less than $2,000 for the initial evaluation phase, Ameritech either refunds the difference or applies it to the development phase of the BFR process. By contrast, under Option 2, the requesting party need not provide any money "up front," but instead must reimburse Ameritech for all costs incurred by Ameritech during the initial evaluation period.

30. AT&T elected, on its own free will, to choose Option #1. AT&T therefore is wrong to suggest that it was somehow compelled to submit an initial deposit in violation of the parties' interconnection agreement. The bottom line is that the "deposit" controversy is a red herring, as AT&T was and remains free to elect to have its BFR(s) processed without submitting a $2,000 deposit.

31. Eighth, Ameritech continued to process AT&T's BFR and met all deadlines despite the fact that AT&T threatened, in violation of the parties' interconnection agreement, not to compensate Ameritech. For example, by letter of January 16, 1997 (Attachment 13), AT&T advised Ameritech for the first time that it did not believe that it was required either to provide a deposit for the initial evaluation period or to pay for the subsequent costs of processing AT&T's BFR. See also Attachment 14 (February 17, 1997 letter from Eddy Cardella of AT&T to Joanne Missig of Ameritech); Attachment 15 (May 2, 1997 letter from Eddy Cardella of AT&T to Joanne Missig of Ameritech). Yet despite AT&T's threat not to honor its contractual obligations, Ameritech continued to process AT&T's BFRs without any delay.

32. Ninth, contrary to AT&T's assertions (Falcone/Sherry Aff., ¶ 124), despite the very tight time frames and the complexity of AT&T's request, Ameritech took extraordinary steps to ensure that it provided full and accurate information to AT&T. AT&T's OS/DA routing request required Ameritech to analyze the capacity of over 1,400 of its switches across five states to support additional line class codes. In order to ensure that it accurately and credibly responded to AT&T's request, Ameritech hired the three manufacturers who supply switches to Ameritech (including Lucent, AT&T's former affiliate) to perform the analysis on an expedited basis.

33. Tenth, Ameritech's extraordinary efforts allowed it to provide AT&T with the information that AT&T had authorized Ameritech to develop. In this regard, it is important to recall that the requesting party must compensate Ameritech for the costs of processing the request and developing the identified service. Accordingly, Ameritech uses great care to

ensure that it processes the request in accordance with the authorization it receives. In its December 24 BFR form, AT&T requested "that Ameritech identify all locations (by end office) within the five states where Ameritech has the ability to route all OS/DA calls received at Ameritech switches to AT&T's OS/DA Platforms." (Attachment 16, Original BFR Form, answer to Question 2). This is exactly what Ameritech provided. (Attachments 17, 18 and 19.) Nowhere in its BFR submission or in its January 7, 1997 letter did AT&T request Ameritech to provide information concerning the number of codes available in each office; nor did it request that Ameritech actually provide OS/DA routing, or quote the cost of providing such routing. As a result, Ameritech did not develop that information and AT&T did not receive a bill for it. If AT&T wishes to have Ameritech develop that information, AT&T need only authorize Ameritech to do so.

34. Thus, AT&T's complaints (Falcone/Sherry Aff., ¶ 123) regarding the "preliminary analysis" contained in Ameritech's five letters of February 6, 1997 are meritless. As an initial matter, AT&T requested that Ameritech "identify all locations (by end office) within the five states where Ameritech has the ability." Accordingly, Ameritech's February 6 response (Attachment 8) indicated that Ameritech would provide a list of offices that did not then have the capacity to provide the service. Specifically, Ameritech stated that it:

> "has determined that the routing of calls originated by AT&T end user customers served by Ameritech switching to AT&T's OS/DA platform in [state] is currently generally technically feasible from all of Ameritech's switches. However current capacity limitations in some offices may inhibit Ameritech's ability to provide routing in specific offices, or may require construction or upgrading of the switch software at AT&T expense. Due to the greater number of line class codes required to provide resale services, it may be possible to fulfill AT&T's OS/DA routing for ULS in a given office but not resale. Further, the circumstances involving a specific switch

today, either construction or software upgrades may be required to increase the switch's capacity to accommodate AT&T's request in the future. There is also a small possibility that AT&T's request may become infeasible in the future." (emphasis added)

35. As this shows, Ameritech offered to provide to AT&T exactly what it had requested, the identity of offices that could support its request for custom routing. For the sake of convenience, Ameritech proposed that it identify those offices where it could not provide the OS/DA routing requested by AT&T, since this list was considerably shorter than the list of offices that could support the request. The name and location of all of Ameritech's central offices is available to AT&T in both the LERG (Local Exchange Routing Guide) and via a database which had already been provided to AT&T and which is updated monthly.

36. Eleventh, AT&T asserts that Ameritech improperly refused to provide OS/DA routing at 23 switches in Michigan and 17 switches in Illinois. (Falcone/Sherry Aff., ¶ 102.) However, contrary to AT&T's charge, Ameritech did not state that it "will not provide" routing from those offices. Ameritech simply advised AT&T that the listed switches have capacity limitations which, at this time, prevent them from being programmed with the 25 new line class codes required to support the "normal" request for OS/DA routing for unbundled local switching or resale. AT&T appears to confuse (1) the fact that some switches currently lack the capacity to offer custom routing with (2) a claim of technical infeasibility. The 23 Michigan switches at issue cannot perform the requested custom routing because they lack the requisite "pretranslator" capacity to support the service at this time.

37. Nonetheless, and contrary to AT&T's claim, Ameritech specifically offered (see Attachment 8) to explore possibilities for adding this capacity to those offices:

> "Should AT&T submit a BFR order for OS/DA routing to AT&T's OS/DA platform where an existing switch lacks the capacity to provide routing without software upgrades or construction of additional capacity, Ameritech will provide an estimate of the cost to undertake any technically feasible alternative made available by the specific switch vendor, short of complete replacement."

Further, Messrs. Falcone and Sherry (¶123) falsely claim that Ameritech's February 6 letter asserted that "certain of its switches would prove technically infeasible for routing OS/DA traffic." What Ameritech did state was that it

> "has determined that the routing of calls originated by AT&T end user customers served by Ameritech switching to AT&T's OS/DA platform in [state] is currently generally technically feasible from all of Ameritech's switches. However current capacity limitations in some offices may inhibit Ameritech's ability to provide routing in specific offices, or may require construction or upgrading of the switch software at AT&T expense. Due to the greater number of line class codes required to provide resale services, it may be possible to fulfill AT&T's OS/DA routing for ULS in a given office but not resale." (emphasis added)

38. In addition to listing the switches where Ameritech could not provide the requested OS/DA routing provided to AT&T in its April 3, 1997 letter (Attachment 18), Ameritech furnished AT&T with an office-by-office list of the limiting factors which was the basis for Ameritech's conclusion that there were capacity limitations in the listed switches in its May 8, 1997 letter (Attachment 19). The April 3 letter also reiterated Ameritech's offer to research any alternatives proposed by AT&T to provide the functionality in any of its switches which lacked capacity to provide OS/DA routing.

II. Unbundled Local Switching

39. Mr. Edwards has described in detail Ameritech Michigan's unbundled local switching ("ULS") product (Edwards Aff., ¶¶ 106-116), and I explained in my earlier

affidavit (¶¶ 47-64) that Ameritech is operationally ready to provide ULS if and when a competing carrier places an order for it. Here, I address several complaints raised by commenters concerning alleged deficiencies in Ameritech's ULS product.

40. Custom Routing of OS/DA Traffic. AT&T implies that Ameritech Michigan does not provide custom routing of OS/DA traffic for ULS purchasers. (AT&T Br., pp.14-15.) That simply is not the case. As Mr. Edwards explains in his reply affidavit, Ameritech makes available custom routing for ULS purchasers on a standardized basis where facilities permit, which includes the vast majority of its switches. In Michigan, as in any other Ameritech state, requests for custom routing by purchasers of unbundled local switching ("ULS") can be initiated using the ULS line class code questionnaire, without any need to submit a BFR. By contrast, as I explained above, selective routing requests from resellers, which are far more complex than requests from ULS purchasers, are still best handled through the BFR process. The reason is that custom routing for ULS purchasers is assumed to require far fewer LCCs (about 25, and no more than 50, LCCs) than does selective OS/DA routing for resellers (about 400-700 LCCs); thus, selective routing in a resold environment places far greater demands on switch capacity than does custom routing for ULS purchasers. In either case, Ameritech provides consistent with the Commission's Interconnection Order (¶ 418), which requires that custom routing only be provided from switches that have enough capacity to support the number of new line class codes required to provide the custom routing requested.

41. Access Charges. Several carriers maintain that Ameritech improperly does not permit purchasers of ULS to bill access charges to the end user's toll providers. (AT&T Br. at 12-14; Falcone/Sherry Aff., ¶¶ 68-77; MCI Br. at 28-29; Sanborn Aff., ¶¶ 71-72; LCI Br. at 1; Gillan Aff., ¶¶ 8-11.) This allegation is incorrect.

42. When other carriers purchase the ULS network element, which includes a dedicated trunk port, those carriers will have the right to bill originating and terminating access charges for traffic routed through that trunk port, and Ameritech will furnish those carriers with the usage information necessary to undertake such billing. I will discuss the issue of billing data later.

43. AT&T affiants Falcone and Sherry (¶ 74) maintain that under this scenario, where IXCs must route traffic to a CLEC's dedicated trunk port, IXCs would face a "significant, if not insurmountable, technical barrier" to routing calls. Specifically, they argue that the "IXC would have to develop and maintain at each of its POPs a separate database comparable to the database required for permanent number portability." AT&T's concern is wildly overblown. While a long-term number portability-like database may be one technique a carrier might use to route traffic to dedicated trunks and trunk ports, it is not the only technique available. AT&T and other long distance companies today use call routing capabilities, such as ten digit screening, to route calls to dedicated transmission facilities today. These services are marketed under brand names like DigiLink, Megacom and Prism. Such routing capabilities are inherent in a modern toll switch, and are used by many IXCs today.

44. I describe below how the access charge issue would play out if the Commission were to accept AT&T's views regarding "common transport," under which a CLEC would not have to obtain a dedicated port as part of the ULS network element.

45. "Tying" ULS with a Dedicated Trunk Port. AT&T affiants Falcone and Sherry maintain that Ameritech Michigan has, in effect, improperly "tied" ULS with the purchase of a dedicated trunk port. (Falcone/Sherry Aff., ¶ 73.) This allegation is meritless.

46. A plain reading of the Commission's rule, 47 CFR 59.319(c)(1), makes it clear that the unbundled local switching network element includes "trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card." Thus, Ameritech's requirement that, at a minimum, ULS purchasers to include one line-side port and one trunk-side port is consistent with the Commission's rule. The precise question raised by Messrs. Sherry and Falcone – whether ULS purchasers may be required to purchase a dedicated trunk port, as opposed to (I assume) use a trunk port associated with Ameritech's common transport toll and local usage service, is part and parcel of the dispute over "common transport" currently before the Commission. The Commission's resolution of the "common transport" dispute will resolve this matter as well.

47. ULS Purchaser's Access to Vertical Features. AT&T maintains that Ameritech's "Switch Feature Request" process unreasonably restricts a ULS purchaser's

right to access vertical features of the switch. (AT&T Br., p.16; Falcone/Sherry Aff., ¶¶ 82-86.) Specifically, AT&T expresses a concern about length of time (2-3 months) that Ameritech might take to offer a new feature through ULS (i.e., a feature that is in the switch software, but not currently provided by Ameritech) if and when an order is placed. Importantly, for purposes of determining whether Ameritech has satisfied the checklist, AT&T does not claim that Ameritech is refusing to provide such features. Rather, AT&T frets that, in some cases, the process may be "overblown," and complains that Ameritech's justifications for its process "do not withstand scrutiny." (Id., ¶ 84.)

48. AT&T is mistaken. Ameritech's process is not unnecessary, nor would it delay access to new switch features. To the contrary, the process quickly develops the information necessary for Ameritech to determine if it can offer the feature, and (if so) from which switches and at what price. Those familiar with the introduction of new features in the telecommunications industry realize that 2-3 months is a very aggressive schedule for the development, testing, pricing and introduction of a new feature, even if it is already resident in the switch software.

49. Ameritech established the Switch Feature Process in order to quickly and systematically process requests for ULS features that are not currently provided by Ameritech, either as a part of ULS or through its vertical services. AT&T's attack on that process is both superficial and naive, for it assumes from the start that both AT&T and Ameritech somehow know that a particular potential feature is resident in the software of all switches in the area where AT&T wishes to offer the feature. That is not the case. The question of whether a feature is available from a particular switch depends upon a number of